



# TRUCK HIRE AGREEMENT ©

**AGREEMENT NO:****FACILITY OWNER ("FO"):** Name: ..... Phone: ..... Fax: ..... Email: .....**HIRER DETAILS ("Hirer"):** (Insert full legal name of **contracting party**. If a company, also list contact person for the company in the space for individuals.  I.D. Copied  
If an individual, leave Company name field blank.)

Company name: .....

Individual/Contact person: Ms / Mrs / Mr: First Name: ..... Surname: .....

Number(s) of Self Storage Spaces that the Hirer has: ..... Storage Agreement No: .....

**DRIVER DETAILS:** Ms / Mrs / Mr: First Name: ..... Surname: .....

Date of Birth: ...../...../..... Driver Licence No: ..... Expiry Date: ...../...../.....

Address (as on Driver Licence): ..... Postcode: .....

PHONE: Home: ..... Work: ..... Mobile: .....

Fax No: ..... Email: .....

**I/We consent to receiving correspondence from this Facility by SMS to the mobile number above:**  Yes  No  
**I/We consent to receiving all correspondence and notices from this Facility by email and agree that except where required by law, no notices or correspondence will be sent by traditional mail or personal delivery. I/We acknowledge that it is my/our obligation to update the FO of any change to my/our email address.**  Yes  No**HIRE DETAILS****VEHICLE: Vehicle make & model:** ..... **Vehicle registration:** .....**HIRE PERIOD: Time Out:** .....am/pm Date: ...../...../..... **Return Time:** .....am/pm Date: ...../...../..... **Actual Return Time:** .....am/pm Date: ...../...../.....**RETURN CONDITION:** **Fuel Required:**  Yes  No **Cleaning Required:**  Yes  No **Damage:**  Yes  No

Speedo Out: ..... Speedo Return: ..... Mileage: .....

**Marketing Source:** YP – REF – PAS – PREV GOOGLE – INT – OTHER: ..... **Customer:** RES – BUS – NP**MAIN POINTS (SEE OVER)**

- Definitions used in this Agreement are set out on this page.
- You are responsible for the Vehicle during the Hire Period.
- You are responsible for all fines, tolls etc incurred during Hire Period.
- You are liable for any damage to, or caused by, the Vehicle during your hire of the Vehicle unless the Vehicle insurance applies.
- You must report any damage to the Vehicle to the FO immediately.
- You must return the Vehicle with a FULL tank of fuel and clean and tidy.
- You must pay all fees and other amounts referred to in this Agreement.
- The FO must give you at least one copy of this Agreement. You must keep the copy in the Vehicle throughout the Hire Period and produce it on demand to any police officer or other authorised employee of the Minister of Transport.

**I/We acknowledge that these main points have been drawn to my/our attention**

Hirer's Signature: .....

**INSURANCE**

The Vehicle is covered by comprehensive insurance up to \$ ..... per claim. Insurance does NOT cover the Hirer for any of the following:

1. the first \$ ..... of the cost of any damage, or the first \$ ..... of the cost of damage if the Driver is 25 years of age or under or has held a full licence for less than one year;
2. loss by theft or abandonment, or deliberate damage;
3. damage caused by driving the Vehicle under low clearance bridges, foliage or other items.

The Hirer is liable for all windscreen, glass or tyre damage:  Yes  NoDriver is 25+ years AND has held a full licence for at least one year:  Yes  No

The excess on the insurance for any damage to the Vehicle or that the Vehicle may cause to any other vehicle or property is payable regardless of whose fault the accident is. The Hirer as listed above is responsible for this cost if it is incurred.

Hirer's Signature: .....

**PLEASE READ CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM****I/We agree to be bound by the terms of this Agreement on this page and the conditions overleaf:**

Hirer's signature: .....

Date of this Agreement: .....day of .....20..

Agreed and accepted by the FO: .....

**HIRE COSTS**

Deposit:	\$ .....
Hire Fee: Storer/Non-Storer:	\$ ..... per day / hour
Additional Driver Fee:	\$ .....
Insurance Fee:	\$ .....
Insurance Excess:	\$ .....
Under 25 Additional Excess:	\$ .....
Excess Reduction Fee:	\$ .....
Mileage Fee:	\$ ..... per kilometre
Fuel Fee:	\$ ..... per litre
Flat Refuelling Fee:	\$ .....
Cleaning Fee:	\$ .....
Equipment Fee:	\$ .....
Late Return Fee	\$ ..... per hour or part thereof until returned
Dishonour Fee	\$ .....
<b>Total</b>	<b>\$ .....</b>
Default Interest Rate	.....% per annum

All Fees include GST, except the Deposit in the event it is refundable.  
You authorise all charges and fees associated with this Agreement to be charged to your credit card.**EQUIPMENT USED DURING HIRE PERIOD**

	Used?	Fee for use	Price to replace
1 x fridge trolley	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
1 x 40mm padlock	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
1 x toolbox & rear door key	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
<i>Toolbox contents:</i>			
3 x quilted protective covers	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
1 x tape gun	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
1 x strong storage tape	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
1 x forearm forklifts	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
6 x tie straps (5m long)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
1 x tyre sealant	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
1 x adaptor	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ .....	\$ .....
<b>Total Equipment Fee payable:</b>		<b>\$ ..... + \$ .....</b>	

# CONDITIONS OF TRUCK HIRE AGREEMENT

## VEHICLE HIRE

1. The FO (which term includes its directors, employees, and agents) will let and the Hirer will hire the Vehicle described on the front page of this Agreement in accordance with the terms and conditions set out in this Agreement.
2. The Hirer takes possession of the Vehicle as a bailee, and is liable for all damage to or loss of the Vehicle during the Hirer's possession except as this Agreement expressly provides otherwise.
3. The Hirer acknowledges that it has been shown by the FO how to use the Vehicle including, if applicable, the tail lift, loading ramp and coupling.
4. The term of the hire shall be for the Hire Period (inclusive of times) set out on the front page of this Agreement. At the end of the Hire Period the Hirer shall return the Vehicle or obtain the FO's consent to extend the Hire Period.
5. The Hirer shall return the Vehicle and all Equipment in clean and good repair with a full tank of fuel.

## PERSONS WHO MAY DRIVE VEHICLE

6. The Vehicle may be driven during the Hire Period only by the Driver(s) specified on the front page of this Agreement and only if each such person holds a current driver licence (particulars of which are given alongside his/her name and address) appropriate for the Vehicle at the time they are driving the Vehicle. The Hirer must ensure that any authorised Drivers are aware of, and comply with, the terms and conditions set out in this Agreement.

## USE OF VEHICLE

7. The Hirer:
  - a. acknowledges that the Vehicle is suitable for its purposes;
  - b. will comply with all relevant laws applicable to the use of the Vehicle. This includes traffic and road laws and regulations, and those laws relating to the use of a motor vehicle. Liability for any breach of such laws rests absolutely with the Hirer and includes all costs, fines, tolls, etc resulting from such breach or incurred as a result of the Hirer's use of the Vehicle. The Hirer agrees that he/she is liable for any penalty incurred against the Vehicle or FO during the Hire Period;
  - c. will ensure all reasonable care is taken in handling (including safely securing all items in the Vehicle) and parking the Vehicle, and that it is securely locked when not in use;
  - d. agrees that all time limits imposed on the Hirer by this Agreement **must be complied with strictly**;
  - e. cannot assign this Agreement.
8. The Hirer shall not:
  - a. use or permit the Vehicle to be used for the carriage of passengers for hire or reward unless the Vehicle is hired with the knowledge of the FO for use in a passenger service licensed under the Land Transport Act 1998 or exempted from licensing under the Act;
  - b. sublet or hire the Vehicle to any other person;
  - c. permit the vehicle to be operated outside the Hirer's authority;
  - d. operate the Vehicle, or permit it to be operated, in circumstances that constitute an offence by the Driver against section 12 of the Land Transport Act 1998 (which relates to driving or attempting to drive with under the influence of alcohol or drugs);
  - e. operate the Vehicle, or permit it to be operated in any race, speed test, rally or contest;
  - f. operate the Vehicle, or permit it to be operated, to propel or tow any other vehicle;
  - g. operate the Vehicle, or permit it to be operated, in breach of the Land Transport Act 1998, the Land Transport (Road User) Rule 2004 or any other Act, regulations or bylaws to road traffic;
  - h. operate the Vehicle, or permit it to be operated, for the transport of more than the number of passengers or more than the weight of goods specified in the Certificate of Loading for the Vehicle or any applicable recommendation or legal load limits for the Vehicle;
  - i. carry any animals in the Vehicle at any time (other than a guide dog for a visually impaired person);
  - j. smoke in the Vehicle or allow any other person to do so.

## COSTS

9. Upon signing this Agreement the Hirer must pay to the FO:
  - a. the Deposit if applicable (which will be refunded on termination of this Agreement less any deductions authorised by this Agreement);
  - b. the Hire Fee and Additional Driver Fee (if applicable); and
  - c. the Insurance Fee.
10. Upon return of the Vehicle to the FO the Hirer must pay to the FO:
  - a. the Mileage Fee (if applicable), which is payable for every kilometre the Vehicle is driven during the Hire Period;
  - b. the Cleaning Fee, which is payable at the FO's discretion if the Vehicle requires cleaning when it is returned by the Hirer;
  - c. the Equipment Fee for any Equipment used during the Hire Period;
  - d. the Late Return Fee if the Vehicle is returned after the Return Time;
  - e. the Flat Refuelling Fee is payable if the Vehicle is not returned with a FULL TANK of fuel and the Fuel Fee is payable for each litre of fuel required to refill the tank;
  - f. the cost of repairing or replacing any tyres that are punctured or damaged during the Hire Period;
  - g. any cost of repair or replacement of the Vehicle and/or Equipment if the Vehicle or Equipment are damaged, lost, stolen or destroyed during the Hire Period (including where no accident occurs);
  - h. any government taxes or charges (including GST) being levied on this Agreement, or any supplies pursuant to this Agreement;
  - i. the Dishonour Fee (if applicable) and any reasonable internal or external costs and disbursements incurred by the FO in collecting late or unpaid Fees, or in enforcing this Agreement in any way;
  - j. interest on outstanding Fees at the Default Interest Rate.
11. The Hirer authorises the FO to charge all moneys payable by the Hirer under this Agreement to the Hirer's nominated credit card or charge account.

## FO'S OBLIGATIONS

12. The FO shall:
  - a. supply the Vehicle in a safe and roadworthy condition; and
  - b. be responsible for all the ordinary and extra-ordinary costs of running the Vehicle during the Hire Period except to the extent that these costs are payable by the Hirer under the terms of this Agreement. The FO will be responsible for the repair costs of any mechanical problems not caused by the Hirer's use of the Vehicle. The FO does not accept responsibility for the Hirer's accommodation charges or any other costs or losses incurred by the Hirer while the repairs are being carried out. The FO's total liability under this Agreement is limited to the refund of the Hire Fees for total loss of the Vehicle use.
13. The FO may immediately terminate this Agreement without notice and take immediate possession of the Vehicle if the Hirer fails to comply with any of the terms of this Agreement, or if the Vehicle is damaged. Termination of the Agreement under this clause shall be without prejudice to the other rights of either party under this Agreement or otherwise.

## DAMAGE TO VEHICLE

14. If the Vehicle is damaged (including tyres or accessories thereof) or requires repair or salvage, whether because of an accident, breakdown or otherwise, the Hirer shall advise the owner of the full circumstances by telephone as soon as practicable.
15. The Hirer shall not arrange or undertake any repairs or salvage without the prior consent of the FO except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or other property. The Hirer will be liable for costs of any repairs, modifications or any other work undertaken on the Vehicle without the FO's express consent, including any subsequent repair costs incurred as a result of the unauthorised work.
16. The Hirer shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, and transmission, braking or suspension systems of the Vehicle.

## INSURANCE

17. The Hirer is liable in respect of the first proportion of damage or loss up to the amount set out in the insurance section on the front page. Subject to the exclusions set out below, the Hirer and the Driver are fully indemnified in respect of any liability they might have to the FO in respect of the loss of or damage to the Vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the FO, including towing and salvage costs associated with the recovery of the Vehicle and its accessories and spare parts. Subject to the exclusions set out below, the Hirer and the Driver are indemnified to the extent set out in the insurance section on the front page in respect of any liability they might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the Vehicle.
18. Clause 17 shall not apply where the damage, injury, or loss arises when:
  - a. the Driver is under the influence of alcohol or any drug that affects their ability to drive;
  - b. the Vehicle is in an unsafe or unroadworthy condition that arose during the Hire Period and that caused or contributed to the damage or loss, and the Hirer or Driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the Vehicle;
  - c. the Vehicle is operated in any race, speed test, rally or contest;
  - d. the Vehicle is driven by any person who is disqualified from holding or has never held a driver's licence appropriate for that Vehicle;
  - e. the Vehicle is wilfully or recklessly damaged by the Hirer or any other person named in this Agreement or driving under the authority of the Hirer, or is lost as a result of the wilful or reckless behaviour of the Hirer or any such person;
  - f. the Vehicle is operated outside the Hire Period or any agreed extension of that term.
19. It is agreed between the FO and the Hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the following exclusions as if the clause constituted a contract of insurance.
20. All damage including underbody of the Vehicle is the Hirer's liability for the full cost of repairs up to the value of the excess, unless they have recklessly or carelessly driven the Vehicle, in which case they will be liable for the total repair cost.

## RISK AND RESPONSIBILITY

21. No oral statements made by the FO or its employees form part of this Agreement. No failure or delay by the FO to exercise its rights under this Agreement will operate to reduce those rights.
22. If the Hirer is using the Vehicle for business purposes, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the Act") are excluded.
23. If the Act applies, the FO's services come with non-excludable guarantees, including that they will be provided with reasonable care and skill. Otherwise, to the extent permitted by law, the Vehicle is provided for hire by the FO to the Hirer at the sole risk of the Hirer. The Hirer shall bear the risk of any and all theft, damage to, or deterioration of the Vehicle by any reason whatsoever including acts or omissions, negligent, deliberate or otherwise, of the Hirer, persons under its control or third parties.
24. The Hirer is liable for and agrees to indemnify and keep indemnifying the FO from all claims for any loss or damage to property or personal injury to the Hirer, the FO or third parties resulting from or incidental to the use of the Vehicle during the Hire Period.
25. Where loss, damage or injury is caused by the Hirer or the Driver or their actions, the Hirer will indemnify the FO from all claims in contract, tort or otherwise for any loss or damage to the property of, or personal injury to the Hirer, the FO, and third parties, resulting from or incidental to the use of the Vehicle by the Hirer.
26. The Hirer is responsible (and must pay) for, and indemnifies the FO for, loss or damage caused by the Driver or a third party who uses the Vehicle at the request or direction of the Hirer.

## LIMITATION OF LIABILITY AND INDEMNITY

27. The Hirer:
  - a. agrees that the terms of this Agreement constitute the whole contract for use of the Vehicle and that, in entering this contract, the Hirer does not rely upon any representations other than those contained in this Agreement.
  - b. acknowledges that it has raised all queries relevant to its decision to enter this Agreement and that the FO has, prior to the Hirer entering into this Agreement, answered all such queries to the satisfaction of the Hirer. The Hirer acknowledges that any matters resulting from such queries have, to the extent required by the Hirer and agreed to by the FO, been reduced to writing and incorporated into the terms of this Agreement.
28. Any damages, whether for physical or economic loss, which the FO is liable to pay to the Hirer pursuant to this Agreement (including damages for negligence or damages for consequential loss) are, to the extent permitted by law, limited to the further supply of a vehicle equivalent to that undertaken by the FO as set out in this Agreement.
29. The Hirer specifically acknowledges that it is aware of the limitation of liability set out in clause 28 above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the FO's liability is a reasonable one.
30. The Hirer's liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

## PRIVACY

31. The FO:
  - a. may **collect** information about the Hirer, including the Hirer's Personal Information (as defined in the Privacy Act 1993), to assist in the provision of vehicle hire to the Hirer, and the FO's enforcement of this Agreement in any way.
  - b. may **disclose or search** for any information about the Hirer, including but not limited to the Hirer's Personal Information and the incurring of fines, damage to the Vehicle and overdue fees, to Government departments, law enforcement agencies, including the police, liquidators, administrators or other persons appointed to administer the Hirer's financial affairs, debt collection services or credit reporting agencies, agents for any of the above, or Storer Check Pty Ltd.
32. The Hirer warrants that the Hirer:
  - a. has the right to disclose information to the FO about the Driver (including Personal Information) and that the FO may use this information as it would Personal Information collected about the Hirer;
  - b. has informed the Driver that the Hirer has made the disclosures referred to in clause 30.
33. The parties acknowledge and agree that the Driver may access and correct the information held by the FO in the same manner the Hirer may correct its Personal Information.